

# Exhibit S

**STATEMENT OF WORK**

Under this Statement of Work ("SOW"), **effective on or about April 26, 2018, Bropil Consulting LLC**, ("Contractor") is being retained by PGX, LLC ("PGX") to provide certain services to **Apple Bank for Savings**. This SOW is subject to the Master Service Agreement dated as of **04, 2018** between PGX and Contractor (the "Agreement"). Except as expressly provided in this SOW, the terms and conditions of the Agreement are incorporated into and made a part of this SOW. Capitalized terms not otherwise defined in this SOW have the meanings assigned to them in the Agreement.

1. Transaction lookback review (known as the "Services") will be performed for Apple Bank for Savings. All services are to be performed at the bank branch at 2100 Broadway at West 73<sup>rd</sup> Street, New York, NY.
2. The duration of the project is scheduled to run from on or about April 16, 2018 and expected to conclude mid-August, 2018.
3. Contractor accepts responsibility in meeting the projected schedule set forth above within agreed-upon budgeted hours. Such budgeted hours shall be discussed and approved prior to the commencement of any work. Contractor will notify PGX immediately if circumstances preclude Personnel from meeting budgeted hours or call for the extension of Services beyond budgeted hours.
4. Contractor will be responsible for completing the Services, consistent with existing methodologies and formats as required by the Client.
5. Upon completion, all work performed, including any modifications, shall be submitted for QA/QC review and, if accepted, will be submitted to the Client by the project management team.
6. Contractor will provide personnel who will perform the duties of Anti-Money Laundering (AML) **Investigator**, which performs the investigation of customer account activity that is flagged for review by conducting research and preparing a comprehensive analysis of the account activity. Investigators are required to retain accurate and comprehensive records of all information relied upon to complete the disposition of an alert and completing the review of the assigned candidate cluster. Investigators will perform the above as required by our client.
7. Contractor's Personnel will be required to complete Apple Bank for Savings' Acceptable Use Policy and Onboarding Document prior to beginning work.
8. Contractor has identified [Jackie Brown-Pilgrim] as the Personnel who will provide the Services. Contractor shall obtain PGX's written approval prior to assigning Services to any individual or entity other than [Jackie Brown-Pilgrim]. Contractor asserts that Personnel assigned to provide Services will perform all such work utilizing reasonable care and skill in accordance and consistent with customary industry standards, and Contractor shall assign only those Personnel to perform such work who are fit, qualified and competent to properly perform it. Contractor represents and warrants that it will use all reasonable efforts to ensure that each of the Personnel has the expertise, qualifications and experience necessary to perform the work being assigned pursuant to this SOW.
9. In return for Contractor's provision of the Personnel, PGX hereby agrees to pay Contractor the following fees (the "Fees"): **\$90** per hour on 1099 basis. Compensable hours do not include commutation time, meals or breaks.
10. Contractor shall be fully and solely responsible for all ordinary costs and expenses incident to the Services performed under this SOW, including, but not limited to, the cost of any tools, equipment, materials and insurance that may be needed to provide the Services. However, PGX may pay Contractor for extraordinary business expenses related to the Services ("Costs"),

provided Contractor maintains and presents documentation in reasonable detail and in accordance with such procedures and standards as PGX, its outside accounting firm(s) or the Client may establish from time to time for such purpose. Expenses shall be deemed extraordinary if they are incurred at the specific written request of PGX, either for its own purposes or on behalf of the Client. Contractor shall be reimbursed for actual expenses for travel to/from the work location up to \$250.00 per calendar month, as noted on periodic invoices to PGX. Contractor is required to maintain receipts and make them available for inspection upon demand.

11. PGX will invoice its Client for the Services, and in turn Contractor will invoice PGX with a description of all Fees and Costs associated with the Personnel. As a condition of payment, such invoices will be reconciled against time records to be submitted by Personnel via the proprietary online submission portal, and may be payable bi-weekly but no later than 30 days from receipt.
12. Contractor shall be paid in accordance with PGX's standard payment schedule and only if payment is actually made by the Client to PGX for the Services. In addition, PGX may withhold payment to Contractor if the Client (i) does not approve PGX time records; or (ii) refuses to pay PGX due to unsatisfactory performance by Contractor.
13. Contractor represents and warrants that its Personnel have reviewed security standards and requirements ("Security Requirements") related to data privacy and, that the Personnel will comply with all Security Requirements, including but not limited to those memorialized in 23 NYCRR Part 500. Without limiting the foregoing, Contractor hereby acknowledges that in the course of providing Personnel hereunder, Contractor and its employees, contractors, agents or representatives (including the Personnel) may acquire or develop confidential and proprietary information relating to Apple Bank and/or its businesses, operations and customers (collectively, "Confidential Apple Information"). Contractor shall not, and Contractor shall ensure that its Personnel, employees, contractors, agents and representatives shall not, without PGX's and Apple Bank's prior written consent, divulge or disclose to unauthorized persons, or use for any purpose, any Confidential Apple Information either during or after Personnel are provided pursuant to this SOW. All written or machine-readable materials which come into the possession of Contractor or its Personnel, employees, contractors, agents and/or representatives and containing any Confidential Apple Information shall be Apple Bank's exclusive property and shall be surrendered to PGX and Apple Bank upon termination of this SOW or upon completion of any work hereunder, if so requested by PGX and/or Apple Bank. Although nothing herein restricts Contractor from providing services of a similar nature to other current or prospective clients (including those which may be competitive with PGX), Contractor agrees that it cannot use any Confidential Apple Information for the purpose of providing services to, or soliciting business from, any third parties.

**IN WITNESS WHEREOF**, the undersigned has caused this Statement of Work to be executed as of the day and year first given above.

**Bropil Consulting LLC**

**PGX, LLC**

By: Jacqueline Brown Pilgrim

By: Louise Hyland

**Name, Title, Date**

**Louise Hyland, Project Administrator**

Jacqueline Brown Pilgrim, Managing Partner

April 17, 2018